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Attorneys for Plaintiff
ALI SANABRIA

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT COURT OF CALIFORNIA - WESTERN DIVISION

ALI SANABRIA,

Plaintiff,

vs.

THE GUARDIAN LIFE INSURANCE
COMPANY OF AMERICA,

Defendant.

Case No:

COMPLAINT FOR BENEFITS UNDER
AN EMPLOYEE WELFARE BENEFIT
PLAN

Plaintiff alleges as follows:

1. This Court's jurisdiction is invoked pursuant to 28 U.S.C. §§ 1331, 1337 and 29 U.S.C. § 1132(a), (e), (f), and (g), of the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1101, *et seq.* (hereafter "ERISA") as it involves a claim by Plaintiff for Disability benefits under an employee benefit plan regulated and governed under ERISA. Jurisdiction is predicated under these code sections as well as 28 U.S.C. § 1331 as this action involves a federal question.

2. The events or omissions giving rise to Plaintiff's claim occurred in this judicial district, thus venue is proper here pursuant to 28 U.S.C. § 1391(b)(2), and the ends of justice so require.

1 3. The ERISA statute at 29 U.S.C. § 1133, in accordance with Regulations of
2 the Secretary of Labor, provides a mechanism for internal appeal of benefit denials.
3 Those avenues of appeal have been exhausted.

4 4. Plaintiff is informed and believes and thereon alleges that the Newtek
5 Business Services Corp., LLC Group Long Term Disability Plan ("Plan") is an employee
6 welfare benefit plan established and maintained by the Newtek Business Services
7 Corp., LLC ("NEWTEK") to provide its employees and those of its subsidiaries and
8 affiliates, including Plaintiff, ALI SANABRIA, with income protection in the event of a
9 disability and is the Plan Administrator.

10 5. Plaintiff alleges upon information and belief that Defendant THE
11 GUARDIAN LIFE INSURANCE COMPANY OF AMERICA ("GUARDIAN"), is, and at all
12 relevant times was, a corporation duly organized and existing under and by virtue of the
13 laws of the State of New York, authorized to transact and transacting the business of
14 insurance in this state, and the insurer and Claims Administrator for the Plan.

15 6. Plaintiff further alleges that venue is proper in this district pursuant to 29
16 U.S.C. § 1132(e)(2) in that GUARDIAN, who fully insured the policy and who is ultimately
17 liable if Plaintiff is found disabled, may be found in this district. Since on or about August
18 3, 1899, GUARDIAN has been registered as a corporation with the state of California, has
19 extensive contacts within the state, employs California residents, conducts ongoing
20 business within the state and therefore, may be found within the state.

21 7. At all relevant times Plaintiff was a resident and citizen of the State of
22 California, an employee of NEWTEK, its successors, affiliates and/or subsidiaries, and a
23 participant in the Plan.

24 8. Based upon information and belief, Plaintiff alleges that at all relevant
25 times herein Plaintiff was covered under group disability policy number G-00521716 that
26 had been issued by GUARDIAN to insure the Plan, and the eligible participants and
27 beneficiaries of the Plan, including Plaintiff.

28 9. The Plan defines "Disability" or "Disabled" as follows:

- (1) During the elimination period and the next 12 months, not able to perform the material and substantial duties of his or her own occupation.
- (2) After 12 months of benefit payments, not able to perform the material and substantial duties of his or her occupation. Occupation includes any employment, trade or profession that is reasonably related in terms of similar: (i) tasks; (ii) functions; (iii) skills; (iv) abilities; (v) knowledge; (vi) training; and (vii) experience.
- (3) After 24 months of benefit payments, not able to perform the material and substantial duties of any gainful work.

10. Prior to his disability under the Plan, Plaintiff worked as a Credit Manager for NEWTEK.

11. On or about March 15, 2021, Plaintiff became disabled under the terms of the Plan due to non-exertional limitations from his Depressive and Anxiety Disorders.

12. On or about March 15, 2021, Rajendra Patel, M.D., a Psychiatrist who has treated Plaintiff, indicated that Plaintiff was totally disabled and unable to work.

13. On or about March 19, 2021, Dr. Patel completed a Short-Term Disability Claim form for Plaintiff, certifying his total disability.

14. On or about April 14, 2021, Dr. Patel continued Plaintiff's disability certification through May 30, 2021.

15. On or about May 22, 2021, Dr. Patel noted no improvement in Plaintiff's symptoms while also extending his off-work status through July 20, 2021.

16. On or about July 9, 2021, Dr. Patel completed a Short-Term Disability Attending Physician's Statement, continuing Plaintiff's disability certification through July 20, 2021.

17. On or about September 27, 2021, Dr. Patel indicated that Plaintiff was still having difficulty concentrating for a meaningful amount of time and extended his off-work status again, through November 15, 2021.

1 18. On or about November 15, 2021, Dr. Patel stated in a letter that it was not
2 reasonable to expect that Plaintiff would be able to return to his Own Occupation.

3 19. On or about November 29, 2021, Dr. Patel reiterated his opinion that
4 Plaintiff would not be able to return to his Own Occupation, and further opined Plaintiff's
5 disabling symptoms would not resolve were he to perform his Own Occupation for
6 another employer.

7 20. GUARDIAN originally notified Plaintiff, in correspondence dated June 29,
8 2021, that his claim was approved and that he would be receiving benefits soon.
9 However, in correspondence dated July 1, 2021, GUARDIAN unreasonably and
10 unlawfully denied Plaintiff's claim, stating that the evidence was not sufficient to prove
11 that he could not perform his Own Occupation.

12 21. Plaintiff timely appealed GUARDIAN's denial of his claim.

13 22. In response to Plaintiff's appeal, GUARDIAN upheld its denial in
14 correspondence dated March 30, 2022, and informed Plaintiff that if he disagreed, he
15 has "the right to bring a civil suit under federal law."

16 23. To date, even though Plaintiff has been disabled, GUARDIAN has not paid
17 Plaintiff any disability benefits under the Policy. The unlawful nature of GUARDIAN's
18 denial decision is evidenced by, but not limited to the following:

- 19 • GUARDIAN engaged in procedural violations of its statutory
20 obligations under ERISA, including, but not limited to, failing to
21 promptly identify the medical consultants who reviewed his file; failing
22 to timely advise Plaintiff of what specific documentation it needed from
23 him to perfect his claim; and
- 24 • GUARDIAN ignored the opinions of Plaintiff's board-certified treating
25 physicians and/or misrepresented the opinions of Plaintiff's treating
26 physicians. Deference should be given to the treating physicians'
27 opinions as there are no specific, legitimate reasons for rejecting the
28 treating physicians' opinions which are based on substantial evidence

1 in the claim file. Further, GUARDIAN'S highly conflicted physicians'
 2 opinions do not serve as substantial evidence, as they are not
 3 supported by evidence in the claim file nor are they consistent with the
 4 overall evidence in the claim file.

5 24. For all the reasons set forth above, the decision to deny disability
 6 insurance benefits was wrongful, unreasonable, contrary to the evidence, contrary to
 7 the terms of the Plan, and contrary to law. Defendant GUARDIAN's denial decision and
 8 actions heighten the level of skepticism with which a court views a conflicted
 9 administrator's decision under *Abatie v. Alta Health & Life Insurance Co.*, 458 F.3d 955
 10 (9th Cir. 2006) and *Metropolitan Life Insurance Co. v. Glenn*, 128 S. Ct. 2342 (2008).

11 25. Additionally, ERISA imposes higher-than-marketplace quality standards
 12 on insurers. It sets forth a special standard of care upon a plan administrator, namely,
 13 that the administrator "discharge [its] duties" in respect to discretionary claims
 14 processing "solely in the interests of the participants and beneficiaries" of the plan, 29
 15 U.S.C. § 1104(a)(1); it simultaneously underscores the particular importance of accurate
 16 claims processing by insisting that administrators "provide a 'full and fair review' of claim
 17 denials," *Firestone Tire & Rubber Co. v. Bruch*, 489 U. S. 101, 113 (1989) (quoting 29
 18 U.S.C. § 1133(2)); and it supplements marketplace and regulatory controls with judicial
 19 review of individual claim denials, see 29 U.S.C. § 1132(a)(1)(B).

20 26. As a direct and proximate result of GUARDIAN's failure to provide Plaintiff
 21 with disability benefits, Plaintiff has been deprived of said disability benefits based on
 22 his onset date of March 15, 2021, to the present.

23 27. As a further direct and proximate result of the denial of benefits, Plaintiff
 24 has incurred attorney fees to pursue this action, and is entitled to have such fees paid
 25 by Defendant pursuant to 29 U.S.C. § 1132(g)(1), ERISA § 502(g)(1).

26 28. A controversy now exists between the parties as to whether Plaintiff is
 27 disabled as defined in the Plan. Plaintiff seeks the declaration of this Court that he
 28 meets the Plan definition of disability and consequently he is entitled to all benefits from

1 the Plan to which he might be entitled while receiving disability benefits including, but
2 not limited to, reimbursement of all expenses and premiums paid for such benefits from
3 the termination of benefits to the present. In the alternative, Plaintiff seeks a remand for
4 a determination of Plaintiff's claim consistent with the terms of the Plan.

5 WHEREFORE, Plaintiff prays for relief against Defendant as follows:

6 1. An award of benefits in the amount not paid Plaintiff based on his onset
7 date of March 15, 2021, to the present, together with interest at the legal rate on each
8 monthly payment from the date it became due until the date it is paid; plus all other
9 benefits from the Plan to which he might be entitled while receiving disability benefits
10 including, but not limited to, reimbursement of all expenses and premiums paid for such
11 benefits or, in the alternative, a remand for a determination of Plaintiff's claim consistent
12 with the terms of the Plan;


13 2. An order determining that Plaintiff is entitled to future payments so long as
14 he remains disabled as defined in the Plan;

15 3. For reasonable attorney fees incurred in this action; and,

16 4. For such other and further relief as the Court deems just and proper.
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19 Dated: January 23, 2023

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